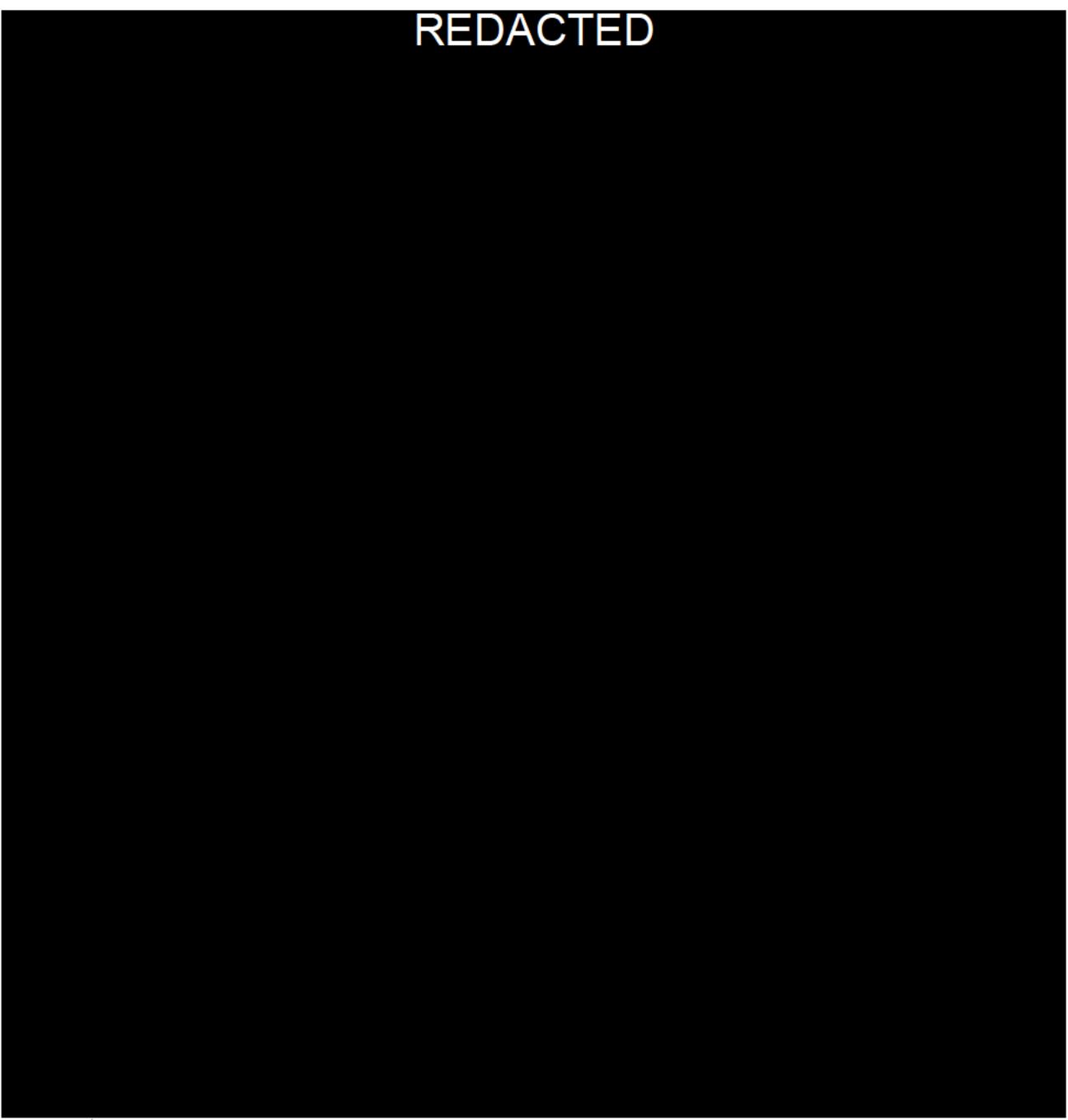


EXHIBIT A

MANAGED CARE ALLIANCE AGREEMENT

THIS AGREEMENT is by and between CIGNA Healthcare of Tennessee, Inc. ("CIGNA") and Health Choice, Inc., and is entered into as of the Effective Date.

REDACTED



Participating Provider may admit Participants for care and treatment in accordance with Program Requirements.

Participating Provider means a Hospital, a Physician or any other health care practitioner or entity that has a direct or indirect contractual arrangement with CIGNA to provide Covered Services and includes Represented Providers.

Payor means CIGNA or such other entity which, pursuant to a Service Agreement, funds, administers, offers or insures Covered Services and which has agreed to act as Payor in accordance with this Agreement.

Physician means a Primary Care Physician and/or a Specialist Physician.

Primary Care Physician means a Physician duly licensed to practice medicine who is a Participating Provider with CIGNA to provide Covered Services in the fields of general medicine, internal medicine, family practice, or pediatrics, and who has agreed to provide Primary Care Physician services to Participants in accordance with CIGNA's Program Requirements.

Program means the Health Maintenance Organization (HMO), Preferred Provider Organization (PPO) or other types of health care or administrative services which are provided or arranged by CIGNA or CIGNA Affiliates and which are specifically described in applicable Program Attachments and Program Requirements.

Program Requirements means the rules and procedures that establish conditions to be followed by Participating Providers with respect to Programs. Reference to Program Requirements includes the Summary of Program Requirements distributed by CIGNA.

Quality Management means the program established and operated by CIGNA or its designee relating to the quality of Covered Services provided to Participants. "Designee" in this definition does not include MCA.

Represented Provider means any Hospital, institution, Physician, individual practitioner or other health care professional or health care facility: (a) who or which has contracted with MCA to provide covered health care services to Participants pursuant to an agreement between MCA and Payors, including this Agreement; (b) who or which has completed a CIGNA Physician Application or Facility Application if applicable, or a MCA Application approved by CIGNA and has satisfied applicable credentialing criteria, including CIGNA's General Provider Selection Criteria attached hereto as Exhibit AA, which criteria is applicable to all Participating Providers in the Service Area; and (c) who or which has agreed with MCA to be subject to the

6. MCA shall maintain agreements with each of its Represented Providers requiring Represented Providers to comply with all of the terms and conditions of this Agreement to the extent applicable. The form of MCA's standard agreement with Represented Providers and any amendments thereto will be furnished to CIGNA at CIGNA's request and MCA shall give CIGNA thirty (30) days written notice of any proposed changes to the form. Failure of CIGNA to object in writing to any such proposed changes within thirty (30) following receipt of notice shall constitute CIGNA's acceptance thereof.
7. For referrals, Represented Providers shall refer Participants to Represented Providers or other Participating Providers except in the case of an Emergency or as otherwise described in applicable Program Requirements or as otherwise required by law. MCA shall designate one or more Participating Hospitals where Represented Providers will admit Participants under their care unless otherwise approved by CIGNA or its designee. MCA and Represented Providers shall admit Participants only to Participating Hospitals except in the case of an Emergency or as otherwise described in applicable Program Requirements, or as otherwise required by law.
8. Represented Providers shall be credentialed and recredentialed in accordance with the procedures set forth in Exhibit 1 to this Agreement.
9. MCA shall, within thirty (30) days after the Effective Date of this Agreement, provide trained service personnel to answer questions and respond to complaints from Payors, Participants, Participating Providers or CIGNA. MCA shall promptly respond to all such inquiries and complaints within 24 hours of receipt unless an alternative agreement is reached between MCA and CIGNA or the person(s) initiating the inquiry or complaint. MCA shall, in a timely manner, inform CIGNA of the receipt of any such complaint.
10. CIGNA shall establish a system of Participant identification, communicate Program Requirements to Represented Providers, and identify Represented Providers to Payors and Participants.
11. CIGNA shall contract, directly or indirectly, with Payors who agree to pay in accordance with this